RESIDENTIAL LEASE AGREEMENT

By this agreement, made and entered into on the 11th day of January, 2020 between Mike and Denise White, referred to below as landlord, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ referred to below as tenants, landlord grants, and leases to tenant, and tenant takes as tenant of landlord, 2358 Victor Street in the city of Cincinnati, County of Hamilton, State of Ohio.

It is further mutually agreed between the parties as follows:

**Section I - Term**

This lease shall be for a term of twelve months beginning January 11, 2020 and ending May 11, 2020.

**Section II - Use and Occupancy**

The leased premises shall be used and occupied by tenants as a residence and for no other use or purpose. Tenants shall not use or permit the use of the premises, or any part of the premises, for any purpose other than as above stipulated without the written consent of landlord.

**Section III - Rent**

The rental for the premises shall be $2150/month during the entire term of this contract by transferring money through the Venmo application arrive by the first day of each month at the account (@Blake-White-43).If rent is postmarked after the twelfth day of the month, it must include a late fee of ten dollars ($10) a day. Tenant agrees that Landlord may discontinue accepting late rent at any time even if late rent has been accepted previously.

**Section IV - Effect of Failure To Deliver Possession of Premises**

In the event possession cannot be delivered to tenant on commencement of the lease term, through no fault of landlord or its agents, there shall be no liability on landlord or its agents, but the rental provided in this lease shall abate until possession is given. Landlord or its agents shall have seven days in which to give possession, and if possession is tendered within that time, tenant agrees to accept the leased premises and pay the rental provided in this lease from that date. In the event possession cannot be delivered within that time, through no fault of landlord or its agents, then this lease and all rights under this lease shall terminate.

**Section V - Utilities**

The landlord will be responsible for paying all utilities including: gas, electric, water, and sewer. The tenants will be responsible for usage/abuse of these utilities. Tenants are responsible for a utility takes an unusual increase of 1.5 times the previous month.

**Section VI - Redecoration or Alterations**

Tenant shall not make any alteration, additions, or redecorations on the leased premises without the landlord's prior written consent. All additions, fixtures, or improvements made by tenant, except movable household furniture, shall become the property of landlord and remain on the premises as a part the premises, and shall be surrendered with the leased premises at the termination of this lease.

**Section VII - Landlord's Right of Entry for inspection. Repairs, and Alterations**

Landlord, or landlord's agents, shall have the right to enter the premises during all reasonable hours with reasonable notice to tenant to inspect the premises or to make repairs, additions, or alterations as may be necessary for safety and comfort of tenants, or for the preservation of the leased premises or the building, or to exhibit the leased premises, and to put and keep upon the doors or windows of the premises a notice indicating that the premises are for rent, at any time within 30 (thirty) days before the expiration day of this lease. The right of entry shall also exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement or to the rules and regulations of the building.

**Section VIII - Tenant's Liability for Damage**

Until the premises are relet, tenant agrees to pay to landlord, on the same days as rental payments are due under this lease, the actual damages suffered by landlord since the last payment, either of rent or damages; or water apparatus or electric lights or wires, or any fixtures, appliances, or appurtenance of the leased premises, or of the building, caused by act or neglect of tenant or any person or persons in the employ or under the control of tenant.

**Section IX - Tenant's Liability for Abandoning Premises**

If tenant abandons or vacates the leased premises or is dispossessed for cause by landlord before the termination of this lease, or any renewal of this lease, landlord may, on giving 7 (seven) days' written notice to tenant, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the premises. Tenant shall be liable to landlord for all damages suffered by landlord by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (a) all actual damages suffered by landlord, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; (b) the difference between the rent received when the property is relet and the rent reserved under this lease. After the premises are relet, tenant agrees to pay to landlord, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

**Section X - Loss or Destruction of Property Leased**

If the leased premises become, as a practical matter, totally untenantable after a casualty loss due to fire, storm, explosion, earthquake, or other casualty loss, and if the casualty loss is not due to negligence or fault of the tenant or tenant's family, guests, or invitees, either landlord or tenant may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In the event of termination, the tenant shall only be entitled to a pro-rata refund of rent from date of move-out and a refund of any security deposit as required by law. Where the condition is the result of an insured casualty loss, the time period for repair shall commence when the insurance proceeds are received by the landlord.

If only a part of the leased premises are rendered untenantable, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and the injured part shall be restored by landlord as speedily as practicable, after which the full rent shall recommence and the lease shall continue according to its terms.

**Section XI - Assignment or Sublease**

Tenant shall not assign this lease or sublet the premises, or any part of this lease without the prior written consent of the landlord.

**Section XII - Effect of Failure To Strictly Comply with Provisions of Lease**

Landlord's failure to object to any default on the part of tenant shall not be construed as a waiver of the default, nor shall any custom or practice that may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of landlord to insist on the performance of the provisions of this lease.

**Section XIII - Compliance With Rules and Regulations**

The faithful observance of the Rules and Regulations below, and made a part of this lease, and of any other and further rules or regulations as may be made by landlord, are conditions on which the lease is made and accepted. Tenant's failure to comply with the rules and regulations, shall at landlord's option work a forfeiture of this contract and of tenant's rights under this lease. The Rules and Regulations in effect at the time of the signing of this lease are

1. Tenant to maintain grounds including; mowing the lawn, raking leaves and shoveling walkways.

2. Lobbies, vestibules, hallways, stairways, elevators, and other building areas and facilities of a similar nature will not be used for storage or placement of any furniture, packages, or objects of any kind.

3. Hanging, cleaning, or beating garments, rugs, or the like from or on the windows, terraces, or facades of the building, or in lobbies, vestibules, hallways, stairways, or other building areas of a similar nature, is prohibited.

4. All damages caused by the tenant are the responsibility of the tenant.

5. Units will be occupied and used by their respective tenants only as private dwellings for the tenants, their families, tenants, and social guests, and for no other purpose.

6. No unit may be rented for hotel or transient purposes, and no unit may be subleased for any purpose whatsoever.

7. Residents will exercise extreme care about making noises or playing music, which may disturb other residents.

8. Residents are not permitted to have pets on the premises at any time whether someone else’s or their own without permission of landlord.

9. Tenants will not take or cause to be taken within their units any action, which would jeopardize the soundness or safety of any part of the building property or impair any easement or right appurtenant to it.

10. Tenants will not permit anything to be done or kept in their house that would increase the rate of fire insurance on their unit or on the building as a whole.

11. No tenant will install wiring for electrical or telephone installation, television antenna, machines or air conditioning units or the like on exterior of the building which protrude through the walls or the roof of the building except as authorized by the owner and managing agent.

12. Draperies, shades, awnings, or the like which require any physical changes to the interior or exterior structure of the building are prohibited. No signs of any kind will be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the building.

13.Water will not be kept running for an unreasonable and unnecessary length of time.

14. Each tenant is required by the Rules and Regulations of the building to:

1. Keep that part of the premises that he occupies and uses safe and sanitary;

(2) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;

(3) Keep all plumbing fixtures in the dwelling unit or used by him or her as clean as their condition permits;

(4) Use and operate all electrical and plumbing fixtures properly;

(5) Comply with the requirements imposed on tenants by all applicable state and local

housing, health, and safety codes;

(6) Personally refrain and forbid any other person who is on the premises with his

or her permission from intentionally or negligently destroying, defacing, damaging, or

removing any fixture, appliance, or other part of the premises;

(7) Maintain in good working order and conditions any range, refrigerator, washer,

dryer, dish washer, or other appliances supplied by the landlord and required to be

maintained by the tenant under the terms and conditions of a written rental agreement.

15. No immoral, improper, offensive, or unlawful use will be made of building property or may part of it, and each unit tenant will, at his or her own expense, comply with all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her apartment.

16. Each bedroom may be regularly occupied by no more than two persons. As used in this rule, "regularly occupied" means occupancy for a period in excess of five days consecutively, or thirty days in any one calendar year.

17. Each apartment tenant will provide the managing agent with any key or keys necessary to gain access to tenant's unit, tenant's storage bins, and garage. No tenant may alter any lock nor install any new lock on any door providing access to any unit.

18. These regulations will be observed and obeyed at all times, and a copy of them will be furnished to each unit tenant upon request.

19. Smoking is not permitted in the house at any time. Smoke detectors are provided for the safety and security of the tenant by the landlord. Any tenant caught disabling a smoke detector shall be evicted from the premises. If a smoke detector is suspected of being inoperable at any time, tenant agrees to notify the landlord immediately so that repairs or replacements can be made as soon as practical.

20. Because of their gross weight and liability requirements due to leaks, water beds are not permitted in the building.

21. Tenant is responsible for obtaining renter's insurance on tenant’s belongings. Destruction of

tenant’s, property due to fire, water damage, weather, act of God, or any other reason, whether predictable or unforeseen, is at the sole risk of tenant and landlord shall not be held liable for any such damage, regardless of fault.

1. You agree that the owner and managing agent reserve the right to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the building and for the comfort and convenience of its occupants.

**Section XIV - Lead Paint Disclosure and Lead Warning Statement**

Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to renting.

Landlord's Disclosure (initial)

\_\_\_(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(explain).

[ X] Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_(b)Records and reports available to the landlord (check one below)

[ ]Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list documents here).

[ X]Landlord has no reports or records pertaining to lead-based paint and/or lead- based paint hazards in the housing.

Tenant's Acknowledgment (initial)

\_\_(c) Tenant has received copies of all information listed above.

\_\_(d) Tenant has (check one below):

[ ] Received a 10-day opportunity (or mutually agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

[ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Section XVI - Cleaning Fees**

Tenant acknowledges that the house is clean and in good condition, acceptable to the tenant, at the time of signing this lease. Tenant agrees to vacate the premises in a condition as clean as upon moving in to the house. Should the tenant decide not to clean the house, landlord agrees to clean the house and the following cleaning charges will be billed to tenant:

Living Room $50.00

Kitchen $100.00

Each Bedroom $50.00

Each Bathroom $120.00

Any other room not designated above $50.00

Garage, hallway, storage area $50.00

**Section XVIII - Forwarding Address**

Tenant agrees to provide landlord with a forwarding address at the end of this lease. If tenant fails to provide a forwarding address to landlord within thirty days of the termination of this lease, tenant agrees that he or she will not be entitled to receive any portion of the security deposit.

IN WITNESS WHEREOF, the landlord has executed this lease at Cincinnati, Ohio, the day and year first above written.

Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your name here

Tenant(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The following is part of a City of Cincinnati ordinance in regard to early warning system (smoke detectors).

CFPC 1235.5 Compliance as to Maintenance

In any building of residential occupancy in which the owner is required to have installed an early fire warning system, it shall be the responsibility of the occupant of each residential unit to maintain or have maintained the early fire warning system in that unit whether or not such occupant is the owner of the building. It shall be the responsibility of the owner to maintain or have maintained any detectors required in cellars or basements of multi-unit structures except where the cellar or basement is part of an individual residential unit.

By signing this letter you are acknowledging that you have at least one early warning devices (smoke detectors) in the residence / apartment in proper working condition.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Signature Date